

# **Exhibit B**

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7 FACEBOOK, INC., a Delaware corporation  
8

9  
10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 OAKLAND DIVISION

13 In re FACEBOOK PPC Advertising  
14 Litigation,

15 This Document relates To:  
16 All Actions.

Master File Case No. C 09-03043 PJH

**DECLARATION OF JOHN MCKEEMAN IN  
SUPPORT OF FACEBOOK, INC.'S OPPOSITION  
TO PLAINTIFFS' MOTION FOR CLASS  
CERTIFICATION**

17  
18 I, John McKeeman, declare as follows:

19 1. I am a Manager in Advertising Operations at Facebook, Inc. ("Facebook"). I have  
20 worked in Advertising Operations since 2007. My job responsibilities include managing a team  
21 of Ad Operations Associates, working with various groups (sales, product, engineering) on  
22 marketing product details and rollouts, and general assistance with overall marketing strategy and  
23 planning. Based on my job responsibilities, I am familiar with the types of advertisers Facebook  
24 contracts with, the various contracts these advertisers enter into with Facebook, and how these  
25 advertisers may interact with Facebook. I have personal knowledge of the facts set forth herein,  
26 and, if called as a witness, I could and would competently testify thereto.

27 2. There are two primary ways in which advertisers contract directly with Facebook  
28 to display ads on facebook.com: (i) via an online tool, and/or (ii) directly with a Facebook

1 representative.

2 **Self-Service Channel Create Flow**

3       3. Throughout the proposed class period in this case (which I understand starts in  
 4 May 2009), Facebook has had a publicly available online tool, known as the self-service tool, that  
 5 allows advertisers to sign up for Facebook advertising. This tool consists of a series of web pages  
 6 designed to walk advertisers through the entire sign-up process: from (i) design of their Facebook  
 7 ad to (ii) deciding which facebook.com users to target with their ad to (iii) deciding how and how  
 8 much they want to pay for each ad and ad campaign to (iv) agreeing to specific terms and  
 9 conditions of advertising on facebook.com. Although the exact language or content of each step  
 10 in the flow may have changed from what is currently in place, the steps discussed below  
 11 accurately describe how the create flow generally has worked from May 2009 to present.

12       4. The first step potential advertisers take when using the self-service tool to  
 13 advertise on facebook.com is designing their ad. This entails choosing a “Destination” where  
 14 they want their ad to go. This can either be a Facebook page or an external URL (advertisers’  
 15 non-facebook home page). Next, advertisers are asked to enter the URL of the page they want the  
 16 Facebook ad to redirect to. Advertisers are then asked to provide a title for their ad and the body  
 17 of the text they would like to include in their ad. Lastly, advertisers must choose an image to  
 18 display in their ads.

19       5. The second step potential advertisers must take is deciding which facebook.com  
 20 users to target with their ad. They can limit the location of facebook.com users seeing their ad  
 21 (by country, by state, by city, or by zip code). Advertisers also can limit the demographics of the  
 22 users that are shown their ad (by age and by sex). Lastly, they can choose to have their ads  
 23 shown to only Facebook users who have certain interests, whether broad or precise. If the  
 24 advertisers choose, they can also used advanced demographic information to further limit the  
 25 reach of their ads.

26       6. The third step potential advertisers take is called “Campaigns, Pricing and  
 27 Scheduling.” This is where advertisers select how much they are willing to pay to advertise on  
 28 facebook.com. They enter the currency they wish to use, the account time zone, a name for the

1 ad campaign they are creating along with a budget (either per day or lifetime) for the campaign,  
2 and decide exactly when to start the campaign. Lastly, they decide how much to bid for each  
3 impression or click. Facebook will provide a suggestion for how much to bid. Advertisers,  
4 however, do not have to use this amount and can “Set a Different Bid” to alter their bid. In  
5 addition, advertisers must choose whether they want to pay for their campaign on a cost-per-click  
6 (CPC) or a cost-per-thousand-impression (CPM) basis.

7        7.        The fourth and final step potential advertisers must take when using the online tool  
8 to advertise on facebook.com is finalizing their ad and agreeing to Facebook's advertising  
9 contract. In this step, advertisers are prompted to review the specifics they have entered in steps 1  
10 through 3. If the advertiser does not wish to change anything they have previously entered, they  
11 can enter their advertising order by clicking the "Place Order" button. In so doing, the advertisers  
12 agree to the following statement:

13 By clicking the "Place Order" button, I agree to the Facebook  
14 Statement of Rights and Responsibilities including my obligation to  
15 comply with the Facebook Advertising Guidelines. I understand  
16 that failure to comply with the Terms and Conditions and the  
17 Advertising Guidelines may result in a variety of consequences,  
including the cancellation of any advertisements I have placed, and  
termination of my account. I understand that if I am resident or  
have my principal place of business in the US or Canada, I am  
contracting solely with Facebook, Inc. Otherwise I am contracting  
solely with Facebook Ireland Limited.

19        8.     Steps 1 through 4, as just described, are currently the complete set of web pages  
20 which must be viewed by advertisers choosing to use the self-service channel to place ads on  
21 facebook.com. While this process has changed somewhat over time, generally, it has never been  
22 required to view or access other pages in order to contract with Facebook. An advertiser can  
23 create an account and manage all aspects of their advertising campaigns on Facebook without  
24 ever accessing or viewing any of the web pages within the Facebook Help Center.

## Self-Service Channel Terms

26 9. As stated, in step four of this process, all Facebook advertisers using the self-  
27 service channel must affirmatively click to agree to Facebook's terms before starting an ad  
28 campaign on facebook.com. From November 2007 through April 2009, those terms were set

1 forth in the Advertising Terms and Conditions (“ATC”). A true and correct copy of the ATC in  
 2 effect from November 14, 2007 through the end of April 2009 is attached hereto as **Exhibit 1**.

3 10. The ATC contains the following disclaimer:

4 I UNDERSTAND THAT THIRD PARTIES MAY GENERATE  
 5 IMPRESSIONS, CLICKS, OR OTHER ACTIONS AFFECTING  
 6 THE COST OF THE ADVERTISING FOR FRAUDULENT OR  
 7 IMPROPER PURPOSES, AND I ACCEPT THE RISK OF ANY  
 8 SUCH IMPRESSIONS, CLICKS, OR OTHER ACTIONS.  
 FACEBOOK SHALL HAVE NO RESPONSIBILITY OR  
 LIABILITY TO ME IN CONNECTION WITH ANY THIRD  
 PARTY CLICK FRAUD OR OTHER IMPROPER ACTIONS  
 THAT MAY OCCUR.

9 Additionally, the ATC provides that an advertiser will “waive all claims against Facebook related  
 10 to charges (including any claims related to suspected invalid clicks or other actions) unless  
 11 claimed within 60 days after the charge.” Finally, the ATC incorporates certain “other applicable  
 12 Facebook policies” into the advertiser’s contract.

13 11. Starting on May 1, 2009, step four of the automated self-service channel required  
 14 advertisers to agree to terms set forth in the Statement of Rights and Responsibilities (“SRR”).  
 15 The SRR remains in effect today, although certain provisions have changed over time. A true and  
 16 correct copy of the May 1, 2009 SRR is attached hereto as **Exhibit 2**. A true and current copy of  
 17 the October 4, 2010 SRR is attached hereto as **Exhibit 3**.

18 12. The SRR contains the following disclaimer: “We cannot control how people  
 19 interact with your ads, and are not responsible for click fraud or other improper actions that affect  
 20 the cost of running ads.” (Emphasis added.) This term was in effect throughout the proposed  
 21 class period. Further, the SRR specifically states that “[t]he amount you owe will be calculated  
 22 based on our tracking mechanisms.” (Emphasis added.) This term was also in effect throughout  
 23 the class period.

24 13. The SRR first made reference to the Help Center in the December 2, 2009 version,  
 25 a true and correct copy of which is attached hereto as **Exhibit 4**. This version, and all subsequent  
 26 versions, state that Facebook has “systems to detect and filter certain suspicious click activity,  
 27 learn more here” with a hyperlink to the Help Center page on facebook.com entitled “Ads: Click  
 28 and Impression Quality.” That page contains eight different entries. In order to view the

1 complete answer to any particular question, an advertiser must click on the question to expand the  
2 entry.

3           14.     However, in contrast to the ATC, the SRR in effect during the class period does  
4     not incorporate “other Facebook policies” and instead states that the SRR “makes up the entire  
5     agreement between the parties regarding Facebook, and supersedes any prior agreements.” This  
6     term was in effect throughout the proposed class period.

7        15. In addition, the SRR specifically states at the end that advertisers "may also want  
8 to review the following documents" and lists additional policies and terms for the advertisers'  
9 convenience. At no point since May 1, 2009 has the Help Center been referenced or listed in this  
10 section of the SRR.

11        16. By paying Facebook for advertising, advertisers also must specifically agree to  
12 Facebook's Payments Terms. A true and correct copy of the June 28, 2011 version of the  
13 Payments Terms is attached hereto as **Exhibit 5**. These terms state that the advertiser "waive[s]  
14 all claims against us related to payments unless you submit the claim to us within 30 days after  
15 the charge." This provision was in effect throughout the proposed class period.

16        17. If an advertiser signing up through the self-service channel has a question  
17 regarding any advertising charges they have incurred, they are directed to submit a message  
18 through facebook.com and any communications with Facebook are typically through the  
19 exchange of electronic messages (emails and messaging through facebook.com). These  
20 advertisers generally do not have any other direct contact with Facebook customer support  
21 representatives or other Facebook employees.

### Direct Channel

18. Facebook also allows advertisers to sign up for advertising directly through  
Facebook's representatives. Advertisers using these direct representatives tend to be larger  
companies with more substantial advertising budgets as compared to advertisers that use the self-  
service channel. These advertisers include several of the largest corporations in the United States,  
including [REDACTED]

28 19. Generally, these advertisers work directly with a Facebook representative to sign

1 up with Facebook and to manage their advertising campaigns. There are several different types  
2 of contracts these advertisers enter into: some are subject to individual negotiation with respect to  
3 material terms; some are internet advertising-industry standard terms providing that Facebook's  
4 method of determining which clicks to charge for controls; and some contain terms imposed by  
5 the advertiser. Other advertisers agree to terms based on a Facebook template called the "Direct  
6 Terms." A true and correct copy of the form of Direct Terms is attached hereto as **Exhibit 6**. As  
7 mentioned, these Direct Terms are sometimes a starting point for further negotiation that may  
8 lead to individual variation in terms for advertisers signing up via direct representatives.

9        20. The Direct Terms are materially different from the SRR in several ways. One  
10 major difference is that in versions from after July 2010, the Direct Terms include a disclaimer of  
11 liability that applied not only to “fraudulent” clicks but to “invalid” clicks as well: “FACEBOOK  
12 SHALL HAVE NO LIABILITY FOR CLICK FRAUD OR OTHER IMPROPER ACTIONS, OR  
13 FOR INVALID CLICKS OR OTHER TECHNOLOGICAL ISSUES, EACH OF WHICH MAY  
14 AFFECT THE COST OF ADVERTISING.” Additionally, the Direct Terms do not specifically  
15 incorporate the standard Payments Terms referenced above in connection with the SRR. Instead,  
16 each contract with an advertiser is subject to an advertiser’s unique insertion order (“IO”) that sets  
17 forth specific payment terms and information.

18        21. These advertisers are generally assigned to a customer service representative to  
19 whom the advertiser can direct questions regarding charges incurred or other issues, including  
20 inquiries regarding click-related matters.

### Third Parties

22        22. Some advertisers place advertisements on facebook.com without interacting at all  
23 with Facebook and instead choose to work through third-party advertising agencies or developers  
24 to manage their Facebook advertising accounts.

23. Agencies and developers advertise on facebook.com on behalf of their clients  
24 through a number of different methods, including (i) using the self-service channel, (ii) contacting  
25 Facebook directly, or (iii) developing their own specialized interface with the Facebook system.

24. Examples of some of these advertising agencies include: TBG Digital, Kenshoo,

1 Nanigans, Efficient Frontier, and Agency 77. Screen shots of the websites of some of these  
2 agencies are attached as **Exhibit 7** hereto. As reflected in these materials, some of the agencies  
3 hold themselves out as experts on online advertising and the Facebook advertising platform.

4        25. Advertisers that work through these agencies or developers may have no contact at  
5 all with Facebook. Instead, they can potentially place advertisements on Facebook while working  
6 exclusively with the third-party advertising agency or developer to address any issues or inquiries  
7 regarding Facebook's billing system or the charges to their particular advertising accounts.

8        26.    Additionally, sometimes a single agency may manage multiple advertiser accounts  
9 under a single or multiple Facebook accounts. This makes it nearly impossible to track the total  
10 number of advertisers contracting at any single time with Facebook.

11 I declare under penalty of perjury that the foregoing is true and correct to the best of my  
12 knowledge. Executed this 24th day of October, 2011 in Palo Alto, California.

13 /s/ John McKeeman  
14 John McKeeman

**Filer's Attestation:** Pursuant to General Order No. 45, §X(B), I attest under penalty of perjury that concurrence in the filing of the document has been obtained from its signatory.

18 Dated: October 24, 2011 Respectfully submitted,

/s/ Whitty Somvichian  
Whitty Somvichian  
Counsel for Facebook, Inc.

# **Exhibit 1**

November 14, 2007

#### Advertising Services

Advertisements will be placed based on the information I provide in my advertising order, and Facebook makes no guarantee regarding the results I will obtain from my advertisements. I am solely responsible for all the information I provide, including targeting options, keywords, ad content, and URLs, as well as the websites, products and/or services I am advertising. So that Facebook can place the advertisements I order, I grant to Facebook a worldwide, nonexclusive, royalty-free, perpetual, fully sublicensable, and irrevocable license to place, publish, reproduce, copy, distribute, perform and display the advertisements. I understand and agree that advertisements may be placed on any content or property provided by Facebook along with any other content or property provided by a third party upon which Facebook places ads, and I authorize and consent to all such placements. I understand that Facebook will determine, in its sole discretion, how to measure the number of impressions, inquiries, conversions, clicks, or other actions taken by third parties in connection with my advertisements, and all charges will be based on such measurements. I understand and agree that Facebook may access, use and analyze such measurements for any internal business purpose (e.g. for the purposes of targeting delivery of other advertisements or other content to persons who have taken actions in connection with my advertisements) and may publish such measurements in its sole discretion. I understand that materials submitted by me to Facebook will not be returned upon termination of this Agreement or otherwise.

#### Facebook Policies

All advertisements must comply with the Facebook Advertising Guidelines, and any other policies or guidelines that Facebook makes applicable to this service.

#### Payment

I agree to pay all amounts specified in the advertising orders I place, along with any applicable taxes, by providing a valid credit card or other means authorized in writing by Facebook. All payments will be made in US Dollars. To the extent I have provided a credit card, I authorize Facebook to charge my credit card for any and all amounts due. Facebook may charge such amounts at the time the order is placed or at any time thereafter. I further authorize Facebook to obtain pre-approval from my credit card issuer. Payments not made when due will bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less), but payment of interest will not excuse or cure any failure to make any payment when due. I am responsible for maintaining the security of my account (including my user name and password), and understand I will be charged for any orders placed by or through my account, even if such orders were not authorized by me. Facebook will not be liable for any loss or damage arising from my failure to maintain the security or confidentiality of my account. Refunds (if any) are at the discretion of Facebook and may be in the form of a credit for advertising placement on Facebook. To the fullest extent permitted by law, I waive all claims against Facebook

related to charges (including any claims related to suspected invalid clicks or other actions) unless claimed within 60 days after the charge.

**Cancellation and Termination of Account**

Facebook may reject or cancel any order I place, reject or remove any of my advertisements, and/or terminate my account, in its sole discretion, for any reason or no reason at all. Without limiting the foregoing, Facebook has adopted a policy of terminating in appropriate circumstances advertisers who are repeat infringers of intellectual property rights. I may cancel my order at any time, but only through the online, self-service interface I used to place the order. I understand that advertisements may continue to run for up to seven (7) days after Facebook receives the cancellation notice, and that I must still pay for such advertisements.

**Representations and Warranties**

I represent and warrant that: (a) I have all rights in and to the advertisements that are necessary to place and display the advertisements, and to grant the rights granted under these terms; (b) the advertisements are not false or misleading; (c) the advertisements fully comply with the Facebook Advertising Guidelines and any other applicable policies; (d) the advertisements, along with the products or services being advertised, do not infringe the rights of any third party, and do not violate or encourage the violation of any applicable laws or regulation.

**Disclosure of Information**

I acknowledge and agree that any credit card and related billing information that I provide to Facebook may be shared by Facebook with Facebook's service providers (including payment processors and credit agencies) solely for the purposes of checking credit, effecting payment to Facebook and servicing my account. I further agree that Facebook may provide information in response to valid legal process, such as subpoenas, search warrants or court orders, or to establish or exercise its legal rights or defend against legal claims. Facebook will not be liable for any use or disclosure of such information by such third parties.

**Sublicense**

Facebook grants to me a license or sublicense, under all rights owned or licensed by Facebook, of any rights necessary to permit my advertisements to be placed and displayed on the Facebook site as contemplated by this Agreement, including any intellectual property rights or rights of privacy and publicity associated with any User Content (as that term is defined in the Facebook Terms of Use).

**Authority to Enter into this Agreement**

The individual who clicks on the "Place Order" button or otherwise submits an order represents and warrants that he or she is either (1) acting on behalf of himself or herself, and will be personally bound by these terms, or (2) acting as an agent or authorized representative of his or her principal (including any entity he or she

represents) and has actual authority to bind that principal to these terms as if that principal were named in this Agreement in place of that individual. He or she further agrees that if it is found that he or she did not have authority to bind that principal, he or she will be personally responsible for the obligations in these terms and the advertising order he or she placed, including, without limitation, the payment obligations.

#### Modification of Terms

I agree and acknowledge that Facebook may modify these terms, the Advertising Guidelines and/or any of the other Facebook policies at any time, and that posting the modifications on the Facebook.com site will constitute sufficient notice of such modifications. To the extent that I have placed an order for any advertisements that are running at the time of any modification, I acknowledge and agree that any such modification will apply to the balance of the advertisements that remain to be run after the date such modification is posted. I further agree that I am obligated to check for any such modifications, and that the placing of an order or continued use of any Facebook advertising services after posting of any modifications constitutes acceptance of the modifications.

#### Indemnification

I agree to indemnify and defend Facebook from and against any claims, liabilities, costs and expenses (including reasonable attorney\'s fees) arising out of (1) any advertisements provided by or through me, including all content and links contained therein, (2) any website to which my advertisement links, (3) the products or services I am advertising, and (4) the violation of any laws or third party rights, including, but not limited to, intellectual property rights, by me, my agents or my partners.

**DISCLAIMER OF WARRANTIES: TO THE FULLEST EXTENT PERMITTED BY LAW, FACEBOOK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. FACEBOOK DOES NOT GUARANTEE OR WARRANTY ANY PARTICULAR RESULTS FROM THE ADVERTISEMENTS I PLACE OR THE SERVICES PROVIDED BY FACEBOOK. I UNDERSTAND THAT THIRD PARTIES MAY GENERATE IMPRESSIONS, CLICKS, OR OTHER ACTIONS AFFECTING THE COST OF THE ADVERTISING FOR FRAUDULENT OR IMPROPER PURPOSES, AND I ACCEPT THE RISK OF ANY SUCH IMPRESSIONS, CLICKS, OR OTHER ACTIONS. FACEBOOK SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ME IN CONNECTION WITH ANY THIRD PARTY CLICK FRAUD OR OTHER IMPROPER ACTIONS THAT MAY OCCUR.**

**LIMITATION OF LIABILITY. FACEBOOK WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA, OR FOR ANY LOSS OR INTERRUPTION TO BUSINESS, ARISING OUT OF OR RELATING IN ANY MANNER TO THE ADVERTISING SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE**

POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FACEBOOK\`S AGGREGATE LIABILITY TO ME EXCEED THE AMOUNT I ACTUALLY PAY TO FACEBOOK FOR THE ADVERTISEMENTS GIVING RISE TO THE CLAIM.

**Governing Law**

I agree that these terms and conditions, and any dispute relating to them, will be governed by the laws of the State of California without regard to its conflict of law principles.

**Arbitration**

I agree that, except as otherwise provided for in this paragraph, all claims and disputes that arise out of or relate in any way to my advertisements or these terms and conditions will be resolved either by (a) binding arbitration by a sole arbitrator in Santa Clara County, California, or (b) binding non-appearance based arbitration conducted by telephone, online, or based solely on written submission.. Arbitration under this Agreement shall be conducted through an established alternative dispute resolution provider mutually agreed upon by the parties. The arbitrator\`s award shall be binding and may be entered as a judgment in any court of competent jurisdiction. With respect to any claims or disputes I intend to bring on behalf of a class, I further agree to arbitrate whether a class should be certified before bringing such action in a court of law. If the arbitrator refuses to certify the class, I will continue to resolve my individual claims or disputes through binding arbitration. If the arbitrator finds a class should be certified, I may file the class action in a court located in Santa Clara County, California. Claims for injunctive or other equitable relief pending the conclusion of an arbitration under this section must also be brought in a court in Santa Clara County, California. For purposes of such relief or remedy, or any other court proceeding under this section, I agree to submit to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California.

**Miscellaneous**

These terms and conditions, the Advertising Guidelines and other applicable Facebook policies, and the terms of any applicable advertising order submitted through the site constitute the entire and exclusive agreement between the parties with respect to any advertising order I place, and supersede and replace any other statements, documents, materials, agreements, terms, and conditions applicable to any such order.

Unenforceable provisions will be modified to reflect the parties\` intention, but only to the extent necessary to make them enforceable, and remaining provisions of the Agreement will remain in full effect. Facebook\`s failure to enforce or delay in enforcing any provision of this Agreement will not be deemed a waiver of that provision, and any waiver of any default under this Agreement will not be deemed to be a waiver of any subsequent default. I agree that Facebook may provide effective notice to me by sending an email to the email address specified in my account, and the notice will be deemed received when sent. I agree that any notices I send to Facebook will be sent via courier or registered mail to 156 University Avenue, Palo Alto, CA 94027, Attn: General

Counsel, Facebook Inc., and will be deemed received when such notice is received by Facebook. Except for any obligation to perform the advertising services, these terms and conditions will survive the completion or termination of any advertising order or any termination of my account. I may not assign this Agreement, or any of my rights under this Agreement, or delegate any of my obligations under this Agreement, without Facebook's prior written consent, and any attempt to do so is void. Facebook and I are independent contractors, and no partnership, agency relationship, joint venture or other relationship is created by this Agreement.

# **Exhibit 2**

### **Statement of Rights and Responsibilities**

This Statement of Rights and Responsibilities ("Statement") derives from the Facebook Principles, and governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement.

#### **1. Privacy**

Your privacy is very important to us. We designed our [Privacy Policy](#) to make important disclosures to you about how we collect and use the information you post on Facebook. We encourage you to read the Privacy Policy, and to use the information it contains to help make informed decisions.

#### **2. Sharing Your Content and Information**

You own all of the content and information you post on Facebook, and you can control how we share your content through your [privacy and application settings](#). In order for us to use certain types of content and provide you with Facebook, you agree to the following:

- 2.1 For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give us the following permission, subject to your [privacy and application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook ("IP License"). This IP License ends when you delete your IP content or your account (except to the extent your content has been shared with others, and they have not deleted it).
- 2.2 When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
- 2.3 We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

#### **3. Safety**

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help in order to do that, which includes the following commitments:

- 3.1 You will not send or otherwise post unauthorized commercial communications to users (such as spam).
- 3.2 You will not collect users' information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- 3.3 You will not upload viruses or other malicious code.
- 3.4 You will not solicit login information or access an account belonging to someone else.
- 3.5 You will not bully, intimidate, or harass any user.
- 3.6 You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- 3.7 You will not develop or operate a third party application containing, or advertise or otherwise market alcohol-related or other mature content without appropriate age-based restrictions.
- 3.8 You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
- 3.9 You will not facilitate or encourage any violations of this Statement.

#### **4. Registration and Account Security**

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- 4.1 You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
- 4.2 You will not use Facebook if you are under 13.
- 4.3 You will not use Facebook if you are located in a country embargoed by the U.S., or are on the U.S. Treasury Department's list of Specially Designated Nationals.
- 4.4 You will not use Facebook if you are a convicted sex offender.

- 4.5 You will keep your contact information accurate and up-to-date.
- 4.6 You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- 4.7 You will not transfer your account to anyone without first getting our written permission.

### **5. Protecting Other People's Rights**

We respect other people's rights, and expect you to do the same.

- 5.1 You will not post content or take any action on Facebook that infringes someone else's rights or otherwise violates the law.
- 5.2 We can remove any content you post on Facebook if we believe that it violates this Statement.
- 5.3 We will provide you with tools to help you protect your intellectual property rights. To learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.
- 5.4 If we removed your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to [appeal](#).
- 5.5 If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
- 5.6 You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Wall and 32665) without our written permission.
- 5.7 If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
- 5.8 You will not post anyone's identification documents or sensitive financial information on Facebook.

### **6. Mobile**

- 6.1 We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
- 6.2 In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

### **7. Payments**

If you purchase or use Facebook Credits, or make direct payments, you agree to our [Payments Terms](#).

### **8. Special Provisions Applicable to Share Links**

If you include our Share Link button on your website, the following additional terms apply to you:

- 8.1 We give you permission to use Facebook's Share Link button so that users can post links or content from your website on Facebook.
- 8.2 You give us permission to use such links and content on Facebook.
- 8.3 You will not place a Share Link button on any page containing content that would violate this Statement if posted on Facebook.

### **9. Special Provisions Applicable to Developers/Operators of Applications and Websites**

If you are a developer or operator of a Platform application or a website using Connect ("application") or otherwise use Platform, the following additional terms apply to you:

- 9.1 You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our [Platform Guidelines](#).
- 9.2 When users add your application or connect it to their Facebook account, they give permission for you to receive certain data relating to them. Your access to and use of that data will be limited as follows:
  - 9.2.1 You will only use the data you receive for your application, and will only use it in connection with Facebook.

- 9.2.2 You will make it clear to users what user data you are going to use and how you will use, display, or share that data.
- 9.2.3 You will not use, display, or share a user's data in a manner inconsistent with the user's privacy settings without the user's consent.
- 9.2.4 You will delete all data you received from us relating to any user who removes or disconnects from your application unless otherwise permitted in our Platform Guidelines.
- 9.2.5 You will delete all data you received from Facebook if we disable your application or ask you to do so.
- 9.2.6 We can require you to update any data you have received from us.
- 9.2.7 We can limit your access to data.
- 9.2.8 You will not transfer the data you receive from us without our prior consent.
- 9.3 You will not give us data that you independently collect from a user or a user's content without that user's consent.
- 9.4 You will make it easy for users to remove or disconnect from your application.
- 9.5 You will make it easy for users to contact you. We can also share your email address with users.
- 9.6 You will provide customer support for your application.
- 9.7 You will not show ads or web search boxes on Facebook profiles.
- 9.8 We give you all rights necessary to use the code, APIs (along with all content and data received), or tools we provide to you, but only in connection with your application.
- 9.9 You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
- 9.10 You will not misrepresent your relationship with Facebook to others.
- 9.11 You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Platform Guidelines.
- 9.12 We can issue a press release describing our relationship with you.
- 9.13 You will comply with all applicable laws. In particular you will (if applicable):
  - 9.13.1 have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
  - 9.13.2 comply with the Video Privacy Protection Act ("VPPA"), and will obtain explicit, opt-in consent from users prior to sharing with Facebook user data subject to the VPPA. You acknowledge Facebook has no obligations under the VPPA.
- 9.14 We do not guarantee that Platform will always be free.
- 9.15 You give us all rights necessary to enable your application to work with Facebook, including the right to:
  - 9.15.1 incorporate your content into streams, profiles, and user action stories;
  - 9.15.2 link to or frame your application; and
  - 9.15.3 place content, including ads, around your application.
- 9.16 We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
- 9.17 To ensure your application is safe for users, we can audit it.
- 9.18 We can create applications that offer similar features and services to, or otherwise compete with, your application.

#### **10. About Advertisements on Facebook**

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

- 10.1 You can use your privacy settings to limit how your name and profile picture may be associated with commercial or sponsored content. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.
- 10.2 We do not give your content to advertisers.
- 10.3 You understand that we may not always identify paid services and communications as such.

#### **11. Special Provisions Applicable to Advertisers**

You can target your specific audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal ("Order"):

- 11.1 When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available.

- 11.2 You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.
- 11.3 Your ads will comply with our Ad Guidelines.
- 11.4 We will determine the size, placement, and positioning of your ads.
- 11.5 We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.
- 11.6 We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads.
- 11.7 You will not offer any contest or sweepstakes ("promotion") without our prior written consent. If we consent, you take full responsibility for the promotion, and will follow our Promotions Guidelines and all applicable laws.
- 11.8 You can cancel your Order at any time through our online portal, but it may take us seven days before the ad stops running.
- 11.9 Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ads, your ads may remain until the users delete it.
- 11.10 We can use your ads and related information for marketing or promotional purposes.
- 11.11 You will not issue any press release or make public statements about your relationship with Facebook without written permission.
- 11.12 We may reject or remove any ad for any reason.

If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:

- 11.13 You warrant that you have the legal authority to bind the advertiser to this Statement.
- 11.14 You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

## **12. Amendments**

- 12.1 We can change this Statement so long as we provide you notice through Facebook (unless you opt-out of such notice) and an opportunity to comment.
- 12.2 For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice.
- 12.3 If more than 7,000 users comment on the proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.
- 12.4 We can make changes for legal or administrative reasons upon notice without opportunity to comment.

## **13. Termination**

If you violate the letter or spirit of this Statement, or otherwise create possible legal exposure for us, we can stop providing all or part of Facebook to you. We will generally try to notify you, but have no obligation to do so. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.3, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15.1, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.10, 11.13, 11.14, and 13-16.

## **14. Disputes**

- 14.1 You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or Facebook in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
- 14.2 If anyone brings a claim against us related to your actions or your content on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
- 14.3 WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL BE SAFE OR SECURE. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS OR CONTENT OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### **15. Definitions**

- 15.1 By "Facebook" we mean the features and services we make available, including through (a) our website at [www.facebook.com](http://www.facebook.com) and any other Facebook branded or co-branded websites (including sub-domains, international versions, and mobile versions); (b) our Platform; and (c) other media, devices or networks now existing or later developed.
- 15.2 By "us," "we" and "our" we mean Facebook, Inc. and/or its affiliates.
- 15.3 By "Platform" we mean a set of APIs and services that enable applications, developers, operators or services to retrieve data from Facebook and provide data to us relating to Facebook users.
- 15.4 By "content" we mean the content and information you post on Facebook, including information about you and the actions you take.
- 15.5 By "post" we mean post on Facebook or otherwise make available to us.
- 15.6 By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.

#### **16. Other**

- 16.1 This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
- 16.2 If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
- 16.3 If we fail to enforce any of this Statement, it will not be considered a waiver.
- 16.4 Any amendment to or waiver of this Statement must be made in writing and signed by us.
- 16.5 You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
- 16.6 All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- 16.7 Nothing in this Agreement shall prevent us from complying with the law.
- 16.8 We may enter into separate agreements that vary from and supersede certain provisions of this Statement so long as such agreements are consistent with your intellectual property rights under this Statement and no less protective of your privacy than this Statement and the Privacy Policy.
- 16.9 This Statement does not confer any third party beneficiary rights.

# **Exhibit 3**

[Home](#) [Profile](#) [Account](#)

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 16 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: October 4, 2010.

### Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement") derives from the Facebook Principles, and governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement.

#### 1. Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

#### 2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your privacy and application settings. In addition:

1. For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook ("IP License"). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you use an application, your content and information is shared with the application. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, read our Privacy Policy and About Platform page.)
4. When you publish content or information using the "everyone" setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information, and to associate it with you (i.e., your name and profile picture).
5. We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

#### 3. Safety

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

1. You will not send or otherwise post unauthorized commercial communications (such as spam) on Facebook.
2. You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will not offer any contest, giveaway, or sweepstakes ("promotion") on Facebook without our prior written consent. If we consent, you take full responsibility for the promotion, and will follow our Promotions Guidelines and all applicable laws.
10. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working of Facebook, such as a denial of service attack.
12. You will not facilitate or encourage any violations of this Statement.

#### 4. Registration and Account Security

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Facebook; or create an account for anyone other than yourself without permission.
2. You will not create more than one personal profile.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
5. You will not use Facebook if you are under 13.
6. You will not use Facebook if you are a convicted sex offender.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password, (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any page or application you administer) to anyone without first getting our written permission.
10. If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

#### 5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Facebook if we believe that it violates this Statement.
3. We will provide you with tools to help you protect your intellectual property rights. To learn more, visit our How to Report Claims of Intellectual Property Infringement page.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Wall and 32665), or any confusingly similar marks, without our written permission.
7. If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Facebook.
9. You will not tag users or send email invitations to non-users without their consent.

#### 6. Mobile

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide all rights necessary to enable users to sync (including through an application) their contact lists with any basic information and contact information that is visible to them on Facebook, as well as your name and profile picture.

#### 7. Payments

If you make a payment on Facebook or use Facebook Credits, you agree to our Payments Terms.

#### 8. Special Provisions Applicable to Share Links

If you include our Share Link button on your website, the following additional terms apply to you:

1. We give you permission to use Facebook's Share Link button so that users can post links or content from your website on Facebook.
2. You give us permission to use and allow others to use such links and content on Facebook.
3. You will not place a Share Link button on any page containing content that would violate this Statement if posted on Facebook.

## 9. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our Developer Principles and Policies and our Advertising Guidelines.
2. Your access to and use of data you receive from Facebook, will be limited as follows:
  1. You will only request data you need to operate your application.
  2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the Developer Application.
  3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
  4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
  5. You will not include data you receive from us concerning a user in any advertising creative.
  6. You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
  7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
  8. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
  9. We can limit your access to data.
  10. You will comply with all other restrictions contained in our Developer Principles and Policies.
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
4. You will make it easy for users to remove or disconnect from your application.
5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
6. You will provide customer support for your application.
7. You will not show third party ads or web search boxes on Facebook.
8. We give you all rights necessary to use the code, APIs, data, and tools you receive from us.
9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
10. You will not misrepresent your relationship with Facebook to others.
11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Developer Principles and Policies.
12. We can issue a press release describing our relationship with you.
13. You will comply with all applicable laws. In particular you will (if applicable):
  1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
  2. comply with the Video Privacy Protection Act ('VPPA'), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
14. We do not guarantee that Platform will always be free.
15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content and information you provide to us into streams, profiles, and user action stories.
16. You give us the right to link to or frame your application, and place content, including ads, around your application.
17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
18. To ensure your application is safe for users, we can audit it.
19. We can create applications that offer similar features and services to, or otherwise compete with, your application.

## 10. About Advertisements and Other Commercial Content Served or Enhanced by Facebook

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

1. You can use your privacy settings to limit how your name and profile picture may be associated with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

## 11. Special Provisions Applicable to Advertisers

You can target your specific audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal ("Order"):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available. When serving your ad, we do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.
2. In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.
3. You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.
4. Your ads will comply with our Advertising Guidelines.
5. We will determine the size, placement, and positioning of your ads.
6. We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.
7. We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads. We do, however, have systems to detect and filter certain suspicious activity, learn more [here](#).
8. You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running. You are responsible for paying for those ads.
9. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
10. We can use your ads and related content and information for marketing or promotional purposes.
11. You will not issue any press release or make public statements about your relationship with Facebook without written permission.
12. We may reject or remove any ad for any reason.
- If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:
13. You warrant that you have the legal authority to bind the advertiser to this Statement.
14. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

## 12. Special Provisions Applicable to Pages

If you create or administer a Page on Facebook, you agree to our Pages Terms.

### 13. Amendments

1. We can change this Statement if we provide you notice (by posting the change on the Facebook Site Governance Page) and an opportunity to comment. To get notice of any future changes to this Statement, visit our Facebook Site Governance Page and become a fan.
2. For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice. All such comments must be made on the Facebook Site Governance Page.
3. If more than 7,000 users comment on the proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.
4. We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment.

## 14. Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.12, 11.13, and 14-18.

### 15. Disputes

1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or Facebook exclusively in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all

damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL BE SAFE OR SECURE. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### 16. Special Provisions Applicable to Users Outside the United States.

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States.

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website.
3. Certain specific terms that apply only for German users are available [here](#).

#### 17. Definitions

1. By "Facebook" we mean the features and services we make available, including through (a) our website at [www.facebook.com](http://www.facebook.com) and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the like button, the share button and other similar offerings and (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By "Platform" we mean a set of APIs and services that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.
3. By "information" we mean facts and other information about you, including actions you take.
4. By "content" we mean anything you post on Facebook that would not be included in the definition of "information."
5. By "data" we mean content and information that third parties can retrieve from Facebook or provide to Facebook through Platform.
6. By "post" we mean post on Facebook or otherwise make available to us (such as by using an application).
7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
9. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

#### 18. Other

1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited. References to "us," "we," and "our" mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.
2. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. You will comply with all applicable laws when using or accessing Facebook.

You may also want to review the following documents:

[Privacy Policy](#): The Privacy Policy is designed to help you understand how we collect and use information.

[Payment Terms](#): These additional terms apply to all payments made on or through Facebook.

[About Platform](#): This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.

[Developer Principles and Policies](#): These guidelines outline the policies that apply to applications, including Connect sites.

[Advertising Guidelines](#): These guidelines outline the policies that apply to advertisements placed on Facebook.

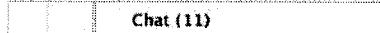
[Promotions Guidelines](#): These guidelines outline the policies that apply if you have obtained written pre-approval from us to offer contests, sweepstakes, and other types of promotions on Facebook.

[How to Report Claims of Intellectual Property Infringement](#)

[How to Appeal Claims of Copyright Infringement](#)

[Pages Terms](#)

To access the Statement of Rights and Responsibilities in several different languages, change the language setting for your Facebook session by clicking on the language link in the left corner of most pages. If the Statement is not available in the language you select, we will default to the English version.



# **Exhibit 4**

Date of last revision: December 2, 2009

This agreement was written in English (US). Please note that Section 16 contains certain changes to the general terms for users outside the United States.

### **Statement of Rights and Responsibilities**

This Statement of Rights and Responsibilities ("Statement") derives from the [Facebook Principles](#) and governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement.

#### **1. Privacy**

Your privacy is very important to us. We designed our [Privacy Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

#### **2. Sharing Your Content and Information**

You own all of the content and information you post on Facebook, and you can control how it is shared through your [privacy](#) and [application settings](#). In addition:

1. For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give us the following permission, subject to your [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook ("IP License"). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you add an application and use Platform, your content and information is shared with the application. We require applications to respect your privacy settings, but your agreement with that application will control how the application can use the content and information you share. (To learn more about Platform, read our [About Platform](#) page.)
4. When you publish content or information using the "everyone" setting, it means that everyone, including people off of Facebook, will have access to that information and we may not have control over what they do with it.
5. We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

#### **3. Safety**

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

1. You will not send or otherwise post unauthorized commercial communications (such as spam) on Facebook.

2. You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvestingbots, robots, spiders, or scrapers) without our permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third party applicationcontaining, or advertise or otherwise market alcohol-related or othermature content without appropriate age-based restrictions.
9. You will not offer any contest, giveaway, or sweepstakes("promotion") on Facebook without our prior written consent. If weconsent, you take full responsibility for the promotion, and willfollow our Promotions Guidelines and all applicable laws.
10. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working of Facebook, such as a denial of serviceattack.
12. You will not facilitate or encourage any violations of this Statement.

#### **4. Registration and Account Security**

Facebook users provide their real names and information, and we needyour help to keep it that way. Here are some commitments you make to usrelating to registering and maintaining the security of your account:

1. Youwill not provide any false personal information on Facebook, or createan account for anyone other than yourself without permission.
2. You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
3. You will not use Facebook if you are under 13.
4. You will not use Facebook if you are a convicted sex offender.
5. You will keep your contact information accurate and up-to-date.
6. You will not share your password, let anyone else accessyour account, or do anything else that might jeopardize the security ofyour account.
7. You will not transfer your account to anyone without first getting our written permission.
8. If you select a username for your account we reserve theright to remove or reclaim it if we believe appropriate (such as when atrademark owner complains about a username that does not closely relateto a user's actual name).

#### **5. Protecting Other People's Rights**

We respect other people's rights, and expect you to do the same.

1. Youwill not post content or take any action on Facebook that infringes orviolates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Facebook if we believe that it violates this Statement.
3. We will provide you with tools to help you protect your intellectual property rights. To

learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.

4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an [opportunity to appeal](#).
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Wall and 32665), or any confusingly similar marks, without our written permission.
7. If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Facebook.
9. You will not send email invitations to non-users without their consent.

## 6. Mobile

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

## 7. Payments

If you make a payment on Facebook or use Facebook Credits, you agree to our [Payments Terms](#).

## 8. Special Provisions Applicable to Share Links

If you include our Share Link button on your website, the following additional terms apply to you:

1. We give you permission to use Facebook's Share Link button so that users can post links or content from your website on Facebook.
2. You give us permission to use such links and content on Facebook.
3. You will not place a Share Link button on any page containing content that would violate this Statement if posted on Facebook.

## 9. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our [Platform Policies](#) and our [Advertising Guidelines](#).
2. Your access to and use of data you receive from Facebook, will be limited as follows:
  1. You will only request data you need to operate your application.
  2. You will only use the data you receive for your application, and will only use it in connection with Facebook.
  3. You will have a privacy policy or otherwise make it clear to users what user data you are going to use and how you will use, display, or share that data.
  4. You will not use, display, or share a user's data in a manner inconsistent with the

user's privacy settings.

5. You will delete all data you received from us relating to any user who deauthorizes, disconnects, or otherwise disassociates from your application unless otherwise permitted in our Platform Policies.
6. You will delete all data you received from Facebook if we disable your application or ask you to do so.
7. We can require you to update any data you have received from us.
8. We can limit your access to data.
9. You will not transfer the data you receive from us (or enable that data to be transferred) without our prior consent.
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
4. You will make it easy for users to remove or disconnect from your application.
5. You will make it easy for users to contact you. We can also share your email address with users.
6. You will provide customer support for your application.
7. You will not show third party ads or web search boxes on Facebook user profiles or Pages.
8. We give you all rights necessary to use the code, APIs (along with all data received), or tools we provide to you, but only in connection with your application.
9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
10. You will not misrepresent your relationship with Facebook to others.
11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Platform Policies.
12. We can issue a press release describing our relationship with you.
13. You will comply with all applicable laws. In particular you will (if applicable):
  1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
  2. comply with the Video Privacy Protection Act ("VPPA"), and will obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
14. We do not guarantee that Platform will always be free.
15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content you provide to us into streams, profiles, and user action stories.
16. You give us the right to link to or frame your application and place content, including ads, around your application.
17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
18. To ensure your application is safe for users, we can audit it.
19. We can create applications that offer similar features and services to, or otherwise compete with, your application.

## 10. About Advertisements on Facebook

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

1. You can use your privacy settings to limit how your name and profile picture may be associated with commercial or sponsored content served by us. You give us permission to use

your name and profile picture in connection with that content, subject to the limits you place.

2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

## 11. Special Provisions Applicable to Advertisers

You can target your specific audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal ("Order"):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available.
2. You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.
3. Your ads will comply with our Advertising Guidelines.
4. We will determine the size, placement, and positioning of your ads.
5. We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.
6. We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads. We do, however, have systems to detect and filter certain suspicious click activity, learn more [here](#).
7. You can cancel your Order at any time through our online portal, but it may take 24 hours before the ad stops running.
8. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ads, your ads may remain until the users delete it.
9. We can use your ads and related content and information for marketing or promotional purposes.
10. You will not issue any press release or make public statements about your relationship with Facebook without written permission.
11. We may reject or remove any ad for any reason.

If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:

12. You warrant that you have the legal authority to bind the advertiser to this Statement.
13. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

## 12. Special Provisions Applicable to Pages

1. Pages are special profiles that may only be used to promote a business or other commercial, political, or charitable organization or endeavor (including non-profit organizations, political campaigns, bands, and celebrities).
2. You may only administer a Facebook Page if you are an authorized representative of the subject of the Page.
3. Pages can only post content and information under the "everyone" setting.
4. When you publish content or information to your Page we have no obligation to distribute your content or information to users.

5. If you use a Fan Box widget off of our site to promote your Page, others will be able to copy and place the widget elsewhere.
6. You may not place a Fan Box widget in an advertisement.
7. If you collect user information on your Page, Section 9 of this Statement also applies to you.
8. If you display advertising on your Page, Section 11 of this Statement also applies to you.
9. You may not establish terms beyond those set forth in this Statement to govern the posting of content by users on a Page you administer, except you may disclose the types of content you will remove from your Page and grounds for which you may ban a user from accessing the Page.

#### **13. Amendments**

1. We can change this Statement if we provide you notice (by posting the change on the Facebook Site Governance Page) and an opportunity to comment To get notice of any future changes to this Statement, visit our Facebook Site Governance Page and become a fan.
2. For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice. All such comments must be made on the Facebook Site Governance Page.
3. If more than 7,000 users comment on the proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.
4. We can make changes for legal or administrative reasons upon notice without opportunity to comment.

#### **14. Termination**

If you violate the letter or spirit of this Statement, or otherwise create possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15.1, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.9, 11.12, 11.13, and 14-18.

#### **15. Disputes**

1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or Facebook exclusively in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL BE SAFE OR SECURE. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE Â§1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## 16. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website.
3. Certain specific terms that apply only for German users are available [here](#).

## 17. Definitions

1. By "Facebook" we mean the features and services we make available, including through (a) our website at [www.facebook.com](http://www.facebook.com) and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; and (c) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By "us," "we" and "our" we mean Facebook, Inc., or if you are outside of the United States, Facebook Ireland Limited.
3. By "Platform" we mean a set of APIs and services that enable applications, developers, operators or services, including Connect and RSS feeds, to retrieve data from Facebook or provide data to us.
4. By "information" we mean facts and other information about you, including actions you take.
5. By "content" we mean anything you post on Facebook that would not be included in the

definition of "information."

6. By "data" we mean content and information that third parties can retrieve from Facebook or provide to Facebook through Platform.
7. By "post" we mean post on Facebook or otherwise make available to us (such as by using an application).
8. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
9. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
10. By "application" we mean any application or website(including Connect sites) that uses or accesses Platform, as well as anything else that receives data.

## 18. Other

1. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
3. If we fail to enforce any of this Statement, it will not be considered a waiver.
4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
6. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. Nothing in this Statement shall prevent us from complying with the law.
8. This Statement does not confer any third party beneficiary rights.

You may also want to review the following documents:

- Privacy Policy: The Privacy Policy is designed to help you understand how we collect and use information.
- Payment Terms: These additional terms apply to all payments made on or through Facebook.
- About Platform: This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- Platform Policies: These guidelines outline the policies that apply to applications, including Connect sites.
- Advertising Guidelines: These guidelines outline the policies that apply to advertisements placed on Facebook.
- Promotions Guidelines: These guidelines outline the policies that apply if you have obtained written pre-approval from us to offer contests, sweepstakes, and other types of promotions on Facebook.
- How to Report Claims of Intellectual Property Infringement
- How to Appeal Claims of Copyright Infringement

To access the Statement of Rights and Responsibilities in several different languages, please use the following links:

- French translation (FranÃ§ais)
- Italian translation (Italiano)
- German translation (Deutsch)
- Spanish translation (EspaÃ±ol)



# **Exhibit 5**

Date of Last Revision: June 28, 2011

## Payments Terms

When you make payments through Facebook, you agree to these Payments Terms.

### 1. Making Purchases

1. When you confirm a transaction on Facebook, you agree to be bound by and pay for that transaction.
2. Pay attention to the details of the transaction, because your total price may include taxes, fees, and shipping costs, which you are responsible for paying.
3. Don't commit to a transaction unless you are ready to pay, because all sales are final.
4. If you order something that becomes unavailable before it can be provided to you, your only remedy is to receive a refund of your purchase price.
5. When you "purchase" a virtual gift from our gift shop, we commit to posting the gift and any accompanying message from you on the recipient's profile (or sharing it privately if you choose). Our obligation ends when we deliver the gift and message.
6. You may be presented with additional terms related to a specific purchase before you confirm the transaction (such as shipping terms for tangible goods). Those additional terms will also govern that transaction.
7. Even though we use terms like "purchase," "buy," "sell," and "order" to talk about transactions related to virtual gifts and credits, we don't transfer an ownership interest in those items. For example, the virtual gifts we make available through our gift shop are licensed to you, not sold.
8. **WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD ON OR THROUGH FACEBOOK.**

### 2. Payment Sources

We want to make payments convenient, so we allow you to make payments using a number of different payment sources, like credit cards and debit cards.

1. When you provide a payment source to us, you confirm that you are permitted to use that payment source. You also authorize us to collect and store it, along with other related transaction information.
2. When you make a payment, you authorize us (and our designated payment processor) to charge the full amount to the payment source you designate for the transaction.
3. If you pay by credit or debit card we may obtain a pre-approval from the issuer of the card for an amount up to the amount of the purchase. We will bill your card at the time of purchase or shortly thereafter. If you cancel a transaction before completion, that pre-approval may result in your funds not otherwise being immediately available.
4. If you pay by debit card and your payment results in an overdraft or other fee from your bank, you alone are responsible for that fee.

### 3. Purchasing and Using Credits

You may purchase credits from Facebook to purchase virtual goods, or to send gifts or special messages to other users.

1. When you purchase or receive credits, you do not own the credits. Rather, you receive a limited right to use such credits in connection with certain features on Facebook, such as the purchase of a virtual gift.
2. Except as otherwise stated, purchases of credits are non-refundable.
3. You will not sell credits to anyone, or transfer them to anyone outside of Facebook.

4. We may change the purchase price for credits at any time as well as the ways that you can use or transfer credits. We also reserve the right to stop issuing credits.
5. Credits are not redeemable for any sum of money or monetary value from us unless we agree otherwise in writing.
6. If you leave a balance of credits unused for three years, we may redeem those credits by sending virtual gifts to your Facebook friends or donating the credits to a nonprofit organization of our choice (and charging standard redemption fees for those transactions).
7. If you deactivate your account and do not reactivate it within 6 months, or if you delete your account, you will lose any accumulated credits.
8. If we deactivate your account and you do not meet any conditions necessary to reinstate it within 6 months, we may redeem those credits by donating the credits to a nonprofit organization of our choice (and charging standard redemption fees for those transactions).
9. If you receive free or promotional Credits, we may expire them at any time.

#### 4. Actions We May Take

As part of our effort to keep Facebook safe, we may take certain actions to reduce liability for users and us.

1. We may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness.
2. We may cancel any transaction if we believe the transaction violates these Payments Terms or the Statement of Rights and Responsibilities, or we believe doing so may prevent financial loss.
3. We may place a delay on a payment for a period of time, limit payment sources for a transaction, limit your ability to make a payment or deactivate your account if we believe doing so may prevent financial loss.
4. We may contact your payment source issuer, law enforcement, or impacted third parties (including other users) and share details of any payments you are associated with if we believe doing so may prevent financial loss or a violation of law.
5. We may cancel any credits transferred, assigned, or sold in violation of these Payments Terms or the Statement of Rights and Responsibilities.
6. If you purchase advertising, and your payment method fails or your account is past due, we may take steps to collect past due amounts using other collection mechanisms. You agree to pay all expenses associated with such collection, including reasonable attorneys' fees. Interest will accrue on any past due amounts at the rate of the lesser of 1% per month or the lawful maximum.

#### 5. Disputes and Reversals

1. If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss.
2. To the fullest extent permitted by law, you waive all claims against us related to payments unless you submit the claim to us within 30 days after the charge.
3. You are responsible for and agree to reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted.
4. If you enter into a transaction with a third party and have a dispute over the goods or services you purchased we have no liability for such goods or services. Our only involvement with regard to such transaction is as a payment agent.
5. We may intervene in disputes between users concerning payments but have no obligation to do so.
6. Your only remedy for a technical failure or interruption of service is to request that your transaction be completed at a later time.

#### 6. Special Provisions Applicable to Advertisers

1. When you purchase advertising on or through Facebook, you agree to pay all amounts specified in the order, along with any applicable taxes.

2. You are responsible for maintaining the security of your advertising account, and you understand that you will be charged for any orders placed on or through your advertising account.
3. You can cancel an advertising order at any time through our online portal, but your ads may run for several days after you notify us, and you are still responsible for paying for those ads.
4. Without limiting section 4.1, your order constitutes your written authorization for us to obtain your personal and/or business credit report from a credit bureau. We may obtain your credit report when you place an order, or at any time thereafter.
5. It is your responsibility to remit any taxes that apply to your transactions. You agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.

7. Notices and Amendments to These Payments Terms

1. We may provide notices to you by posting them on our website, or by sending them to an email address or street address that you previously provided to us. Website and email notices shall be considered received by you within 24 hours of the time posted or sent; notices by mail shall be considered received within three business days of the time sent.
2. Except as otherwise stated, you must send notices to us relating to payments and these Payment Terms by postal mail to: Facebook, Attention: Legal Department, 1601 California Avenue, Palo Alto, California, 94304.
3. The Payment Terms in place at the time you confirm a transaction will govern that transaction.
4. We may change these Payment Terms, in whole or in part, even though the changes may affect accumulated credits. All amendments to these Payment Terms will be made pursuant to Section 12 of the Statement of Rights and Responsibilities.

8. Other

1. All of the commitments you make in the Facebook Statement of Rights and Responsibilities apply to payments through Facebook. In the event of any conflict between these Payments Terms and the Facebook Statement of Rights and Responsibilities, the Payments Terms shall prevail.
2. If you are under the age of 18, you may make payments only with the involvement of a parent or guardian. You should review these Payments Terms with a parent or guardian to make sure that you both understand them.
3. If you are a resident of or have your principle place of business in the US or Canada, these Payments Terms are between you and Facebook, Inc. Otherwise, these Payments Terms are between you and Facebook Ireland Limited. References to "us," "we," and "our" mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.
4. Some countries may restrict or prohibit your ability to make payments through Facebook. Nothing in these Payments Terms should be read to override or circumvent any such foreign laws.

To access the Payments Terms in several different languages, please use the following links:

- [French translation \(Français\)](#)
- [Italian translation \(Italiano\)](#)
- [German translation \(Deutsch\)](#)
- [Spanish translation \(Español\)](#)

# **Exhibit 6**

## Facebook Advertising Terms and Conditions

These Facebook Advertising Terms and Conditions (these "Terms and Conditions" and together with any Insertion Orders executed by the parties, the "Agreement") are entered into by and between Facebook Ireland Limited ("Facebook") and the undersigned entity ("Client").

### Section 1. Insertion Orders

**1.1 IOs.** From time to time, the parties may mutually agree on insertion orders ("Insertion Orders" or "IOs") under which Facebook will deliver advertisements or other content provided by Client ("Client Ads") on websites or other properties (including [www.facebook.com](http://www.facebook.com)) operated by or on behalf of Facebook or its affiliates, including through any media, devices or networks now known or hereafter developed (the "Service"). Each IO will specify: (a) where on the Service the Client Ads will be delivered; (b) the amount and type of advertising inventory on the Service being purchased (e.g., impressions, clicks, duration or other desired actions or metrics with respect to Client Ads) (the "Deliverables"); (c) the fees and rates applicable to the Deliverables; (d) the maximum amount of money to be spent pursuant to the IO (if applicable); (e) the start and end dates of the applicable Client Ad campaign; and (f) the identity of and contact information of any third party tracking mechanism ("3<sup>rd</sup> Party Client Ad Server") if applicable. Client may not use 3<sup>rd</sup> Party Client Ad Servers unless specified in the IO and then only in accordance with Facebook's then-current policies for 3<sup>rd</sup> Party Client Ad Servers. Facebook will use commercially reasonable efforts to adhere to frequency caps specified on an IO. Except as otherwise specified in this Section 1.1, Facebook will not be bound by conditions or instructions printed or appearing on IO forms submitted by or on behalf of Client, and in the event of any conflict or inconsistency between any IO and these Terms and Conditions, these Terms and Conditions will control, except to the extent such IO expressly supersedes or amends a specifically referenced section of these Terms and Conditions.

**1.2 IO Effective Date and Modification.** The effective date of each IO will be the earlier of: (a) execution thereof by both Facebook and Client; or (b) the display of the first Client Ad impression specified in an IO executed by Client. Subject to Section 3.2, modifications to any existing IO will not be binding unless made in a writing signed by both parties.

### Section 2. Advertising Agencies.

In the event that the Client is an advertising agency or other entity representing an Advertiser (as defined in Section 2.1), including executing any IO or submitting advertisements to Facebook on behalf of an Advertiser, this Section 2 shall apply to Client.

**2.1 Advertiser Definition.** As used herein, "Advertiser" means the individual or entity on whose behalf Client is placing Client Ads on the Service that has entered into an Advertiser Agreement (as defined in Section 2.2(b)).

**2.2 Additional Representations and Warranties.** Client represents, warrants and covenants that:

(a) it is the authorized agent of Advertiser and it has the legal authority to enter into this Agreement and any IO on behalf of the Advertiser, make all decisions, and take all actions relating to the Advertiser's accounts (these rights "Agency Rights");

(b) it has or will enter into a written agreement with Advertiser (i) that obtains Agency Rights; (ii) that binds the Advertiser to terms as protective of Facebook as is this Agreement and (iii) to which Facebook is an intended third party beneficiary with respect to Client Ads delivered on the Service (the written agreement between Advertiser and Client containing the requirements in this Section 2.2(b), the "Advertiser Agreement");

(c) it will not, without Facebook's prior written consent: (i) make any representation, guarantee, condition, or warranty concerning any Service, or that Client is an affiliate or partner of Facebook, (ii) make any commitments (for example, guarantees as to placement of ads) to an Advertiser or potential Advertiser beyond Facebook's obligations under this Agreement, (iii) negotiate any terms or conditions related to the Service which are inconsistent with this Agreement, or (iv) engage in any telesales or telemarketing in connection with the Service; and (d) it will perform its duties pursuant to this Agreement in a professional manner consistent with the requirements established by Facebook.

**2.3 Agency Agreement and Relationship Termination.** Upon Facebook's request, Client will immediately deliver to Facebook each applicable Advertiser Agreement. If Client's relationship with an Advertiser terminates, Client agrees that Facebook may contract directly with such Advertiser to allow such Advertiser to continue to place Client Ads on the Service and obtain information related to Client Ads run on its behalf, including account and performance history, and that Client shall no longer have access to such Advertiser's account.

**2.4 Additional Liability.** Without limiting any other provision of this Agreement, any acts or omissions by any Advertiser in violation of this Agreement shall be deemed a breach of this Agreement by Client, and Client will indemnify, defend, and hold Facebook harmless from and against all damages, liabilities, costs, and expenses that Facebook may incur as

the result of such violation. However, Client acknowledges that Facebook may but shall in no event be obligated to directly contact any Advertiser and directly enforce the terms of such Advertiser Agreement, including if Facebook has not received payment for such Advertiser's account within 30 days from the date of the applicable payment due date.

### Section 3. Client Ads and Deliverables

**3.1 Placement of Client Ads.** Subject to the terms of this Agreement, Facebook will deliver Client Ads in accordance with the terms of the applicable IO. To the extent that the size, placement, positioning or any other aspects of the presentation of any Client Ads are not specified in an IO, Facebook may determine any of the foregoing in its sole discretion. For Client Ads where Deliverables consist of placement for a specified period of time, Facebook may deliver such Deliverables as continuous placements for that period, or some other equivalent combination of duration and rotation (e.g., 1 week of persistent placement = 2 weeks of 50% rotation placements). Scheduling of delivery of any Client Ads is subject to availability and may not be continuous. Facebook will use commercially reasonable efforts to notify Client in advance of any inability to deliver Client Ads in accordance with the terms of the applicable IO.

**3.2 Changes to IOs.** As described in Section 1.2, an IO may only be amended by signed, written agreement of Client and Facebook; provided, however, that Facebook may, in its sole discretion, accept a written request from Client to change the following provisions of an IO without a formal amendment of the IO: (a) a reallocation of placements between types of advertising Deliverables, (b) a change to delivery dates of specific lines of Deliverables on the IO, and (c) a change in demographic targeting (each of the foregoing, a "Limited Change"). Client shall submit Limited Change requests by email. If Facebook agrees to such Limited Change, Facebook may indicate such agreement by implementing such Limited Change without further confirmation. Facebook may also propose a Limited Change to maximize performance of a particular Client Ad campaign, but will not implement such Limited Change without email confirmation from Client. Notwithstanding anything to the contrary in this Section 3.2, in no event shall a change to the overall start or end date of a Client Ad campaign or the total spend amount under a Client Ad campaign be deemed a Limited Change and shall only be accomplished through signed written amendment of the IO between Client and Facebook.

**3.3 Facebook Technical Specifications.** Within 5 days of the effective date of an IO, Facebook shall make available the applicable Facebook technical specifications for such Client Ads ("Facebook Technical Specifications"). Client will submit all applicable Client Ads in accordance with the applicable Facebook Technical Specifications. Facebook may modify the

Facebook Technical Specifications from time to time and shall notify Client of any such modifications. If Client is unable to comply with any such modified Facebook Technical Specifications, Client may, as its sole and exclusive remedy, either: (a) suspend delivery of any affected Client Ads for a reasonable time in order to send compliant Client Ads to Facebook (in which event the end date for any campaign involving suspended Client Ads will be extended by a period equal to the period of the suspension) or (b) accept comparable replacement Client Ads as agreed upon by the Parties.

**3.4 Client Ad Content.** All content for Client Ads must be in compliance with the then-current version of Facebook's Advertising Guidelines (located at [www.facebook.com/ad\\_guidelines.php](http://www.facebook.com/ad_guidelines.php)), the Facebook Technical Specifications and any other applicable Facebook policies, including editorial, advertising, privacy, user experience, publicity and branding policies (collectively, the "Facebook Guidelines"). Each of the Facebook Guidelines is hereby incorporated by this reference. All content for Client Ads must be received at least 5 days in advance of the earliest Flight Date for any Deliverable on the applicable IO. Notwithstanding the foregoing, in the event Facebook has agreed to optimize the creative for any Client Ad ("Ad Optimization"), then Client will submit the necessary materials at least 5 days prior to the estimated flight dates for such optimization (as specified by Facebook). Client agrees that in connection with such Ad Optimization, Facebook may (a) rearrange Client- provided materials to create different combinations of Client Ads, and (b) pause, reschedule or cancel delivery of impressions that are part of an Ad Optimization at any time. Changes to Client Ad content for text or standard graphical Client Ads must be received by Facebook at least 3 days in advance of requested change date; changes to content for all other Client Ads must be received by Facebook at least 5 days in advance of requested change date. Facebook will not be required to accept changes to Client Ad content more than once in any rolling 7 day period. Client shall not be relieved of its payment obligations under an IO for Client Ads not delivered due to delays by Client in delivery of Client Ads to Facebook. Client will be solely responsible for all fees associated with serving any "rich media" Client Ads.

**3.5 Promotions.** For any contest, sweepstakes, coupon or other promotion to be offered or promoted by or on behalf of Client on the Service ("Promotion"), Client (or a third party contracted by Client and for which Client is solely responsible) will perform and be solely responsible for such Promotion, including administration of the Promotion, ensuring that the Promotion complies with any and all applicable laws and regulations, setting and enforcing official rules and offer terms, collecting entries, drawing, selecting and notifying winners and timely procuring and fulfilling prizes, premiums or discounts that may be offered in connection with such Promotion (these and other similar obligations the "Promotion Obligations"). No approval by or

assistance from Facebook in connection with a Promotion (including as may be specified in an IO or elsewhere) shall reduce or satisfy the Promotional Obligations, and Client shall remain solely responsible for the Promotion Obligations. Without limiting the foregoing, Facebook's review or approval of the official rules, offer terms or regulations for any Promotion shall not constitute a legal opinion as to the legal appropriateness, accuracy or adequacy of those rules or their manner of use, nor a waiver of Facebook's indemnity rights under this Agreement.

**3.6 Sampling Engagement Advertising Unit.** In the event Client purchases or utilizes Facebook's sampling engagement advertising unit ("Sampling Unit") to offer samples or giveaways of Products ("Offer(s)"), Client will be solely responsible for honoring and fulfilling all Offers accepted by users up to the maximum quantity identified on the applicable IO or, if a maximum quantity has not been identified on the applicable IO, all Offers accepted by users. As used herein, "Product(s)" means a product, item, or service of Client. Facebook will provide Client with the contact information of each user that accepts the Offer ("Contact Information"). At no cost to Facebook or users (directly or indirectly), Client will provide each such user with the applicable Product within thirty (30) days of the date on which Client receives the user's Contact Information from Facebook. As between the parties, Contact Information is the property of Facebook, and Facebook owns all right, title and interest in and to Contact Information. Client may use Contact Information solely for the purposes of fulfilling the applicable Offer in accordance with this Section 3.6. Without limiting the foregoing, Client shall: (i) keep Contact Information confidential; (ii) subject to the other conditions of this Section, handle Contact Information in accordance with all applicable privacy laws; (iii) not use Contact Information to contact or communicate with any user (except to fulfill Offers in accordance with this Section 3.6); (iv) not sell, rent, lease or otherwise disclose Contact Information to any third party; and (v) delete Contact Information from its system and destroy all copies of Contact Information once the applicable Offer has been fulfilled. Facebook is not responsible for any incomplete or inaccurate Contact Information. All Offers and Products are subject to Facebook's prior written approval, and only those Offers and Products that have been pre-approved by Facebook in writing may be offered to users. Products offered may not be substituted. Receipt by users of Products will not be conditioned on the payment of any fees (including, without limitation, shipping and handling fees) or taxes or the completion of any requirements (other than the provision of Contact Information to Facebook), and Client is responsible for payment of all fees and taxes in relation to the Product including, without limitation, shipping, delivery and importation. Without limiting the foregoing, Client will clearly and conspicuously disclose to users all terms, conditions and restrictions that are applicable to use of Products in accordance with applicable law but such terms, conditions and restrictions must not conflict with this Section

and must not prevent use of the Product in a manner which a user would reasonably be expected to be able to use the Product based on the Offer. In no event will use by users of Products be subject to any recurring or automatic subscriptions or the payment of any fees or taxes. Client may target the Sampling Unit only to those users that are eligible for the Offer, and Client shall ensure that the Offer and Product is age appropriate for eligible users. Facebook makes no guarantees or commitments with respect to the number of Offers accepted. Client will ensure that the Offer, Product and delivery of the Product complies with any and all applicable laws, rules and regulations. Without limiting the foregoing, Client shall disclose within the Offer all information about Client's identity as required by and in accordance with applicable law. No approval by or assistance from Facebook in connection with an Offer (including as may be specified in an IO or elsewhere) shall reduce or satisfy the obligations of Client in relation to the Offer. Client shall ensure that all representations made in relation to the Product or Offer are accurate and must not make any false or misleading or deceptive statements. Without limiting the foregoing, Facebook's review or approval of Products, the Offer, or the Offer terms, conditions, or restrictions shall not constitute a legal opinion as to the legal appropriateness, accuracy or adequacy of the Products, the Offer, or the Offer terms, conditions, or restrictions, or their manner of use, nor a waiver of Facebook's indemnity rights under this Agreement.

**3.7 Delivery Statistics.** All figures relating to all Deliverables as determined by Facebook in accordance with its standard tracking methodologies will govern; provided, however that if Client is using a 3<sup>rd</sup> Party Client Ad Server, figures relating to any Deliverables that are impressions provided by Client from such 3<sup>rd</sup> Party Client Ad Server will govern unless such figures are more than ten percent (10%) lower than those determined by Facebook for the same period, in which case Facebook and Client will work in good faith to reconcile the discrepancy. If Client is using a 3<sup>rd</sup> Party Client Ad Server, Client will provide all figures that Facebook requests relating to the Deliverables from such 3<sup>rd</sup> Party Client Ad Server by either (a) providing Facebook access to an online portal that provides such figures or (b) reporting such figures on a weekly basis. If Client fails to provide such figures as specified, Facebook may calculate payment and other figures relating to Deliverables using its own data. Facebook will monitor delivery of Client Ads, and will notify Client either electronically or in writing as soon as reasonably possible (and no later than two weeks before the end date of any IO unless the campaign was less than two weeks in length) if Facebook believes that an under-delivery of any Deliverables specified in an IO is likely.

**3.8 Performance-Based and Bidded Advertising Orders.** For all IOs where inventory is invoiced on a cost per click ("CPC") or other performance-related basis or if the inventory is bidded or class 2 (collectively "Bidded"), the following additional terms shall apply: (a) the IO shall specify the

agreed upon CPC, performance-based rate or bid that will apply to such IO and (b) the IO shall not guarantee any amount of clicks or impressions to be delivered. Facebook's reported numbers for clicks shall be controlling for all CPC-based, other performance-based and Bidded Deliverables.

**3.9 Failure to Deliver and Makegoods/Remedies.** If Facebook fails to deliver any Deliverables in accordance with the terms of an IO, Client's sole and exclusive remedy shall be limited to the following, which Facebook may choose in its sole discretion: (a) a refund of the charges representing the Client Ads that were undelivered or delivered to the wrong location, (b) placement of the Client Ads at a later time in a comparable position as determined by Facebook, and/or (c) an extension of the term of the IO with a refund representing any remaining undelivered Client Ads at the end of such extended term. Facebook will have no obligation to continue to deliver any such Client Ads after the term of the IO if the IO has been terminated by reason of Client's breach pursuant to Section 5. Facebook will not be required to remedy under-deliveries due to delays caused by Client. Client understands that all discounts are based on Client's commitment to fulfilling the discount criteria indicated in the IO. If, for any reason, these criteria are not satisfied at the expiration or cancellation of the IO, Client will pay a short rate charge on all Client Ads run equal to the difference between the rate shown in the IO and the rate earned based on the applicable rate card without consideration of any discounts.

#### Section 4. Payments and Reporting

**4.1 Payments.** Any initial payment specified in any IO will be due and payable upon the effective date of such IO. For subsequent payments specified in any IO, unless otherwise specified in such IO, Facebook will invoice Client, at the address specified in the IO, based upon the calendar month in which activity occurred. Invoiced amounts will be due and payable thirty (30) days after Facebook's delivery of the applicable invoice. Invoiced amounts and all other amounts payable by Client to Facebook are exclusive of any applicable tax, duty, levy, or other governmental charge, including but not limited to sales, use, value-added, withholding, and excise taxes ("Taxes"). Client is responsible for payment of all Taxes to the proper taxing or governmental authority. Interest will accrue on any past due amounts at the rate of the lesser of 1% per month or the lawful maximum. If Client's payment method fails or Client's account is past due, Facebook may collect past due amounts using other collection mechanisms, and Client agrees to pay all expenses associated with such collection, including reasonable attorneys' fees. If Client pays any amounts due with a credit card and the issuer of the credit card seeks to recover from Facebook any amounts received by Facebook from the issuer, Client will immediately remit to Facebook all amounts necessary to comply with the issuer's request and any costs and expenses incurred by Facebook in connection therewith.

**4.2 Reporting.** Within 2 business days of the effective date of any IO, Facebook will notify Client (either electronically or in writing) as to whether the Client Ads specified in the IO have begun delivery. Thereafter, Facebook will: (a) if so requested by Client in writing, make available to Client weekly interim reports ("Interim Reports") setting forth Facebook's then-current calculation of the Deliverables delivered during the period covered by the report and the anticipated payments due therefor; and (b) include with each invoice delivered pursuant to Section 4.1 a report (a "Monthly Report") setting forth Facebook's final calculation of the Deliverables delivered during the period covered by the invoice and the payments due therefor. If Client is using a 3<sup>rd</sup> Party Client Ad Server, in generating Monthly Reports, Facebook will use the figures obtained from Client or otherwise agreed by the Parties pursuant to Section 3.6. Client understands and agrees that Interim Reports are for Client's convenience only and not for any other purpose, and Facebook makes no representation or warranty as to the accuracy of, and will not be bound by any information furnished in any, Interim Report. Accordingly all payments due hereunder shall be based solely on the information contained Monthly Reports, and only Monthly Reports will be deemed binding upon Facebook.

**4.3 Cancelled IOs.** If Client cancels any portion of an IO pursuant to Section 5, then except to the extent otherwise specified in such IO, Client will not be charged for any Client Ads delivered under such IO after the effective date of such cancellation.

#### Section 5. Termination.

Either party may terminate this Agreement at any time upon 10 days written notice to the other party if the other party materially breaches this Agreement. In addition, Facebook may suspend delivery of Client Ads under any and all IOs immediately upon written notice to Client in the event of any failure by Client to make any payment hereunder when due (and, if Facebook elects to suspend delivery of any Client Ads, the end date specified in the applicable IO will be extended by a number of days equal to the period of suspension). Sections 2.4 (Additional Liability), 3.4 (Client Ad Content), 3.5 (Promotions), 3.9 (Failure to Deliver and Makegoods/Remedies), 4 (Payments and Reporting), 5 (Termination), 7.4 (Persistence), 9 (Confidentiality), 10 (Representations and Indemnification), 11 (Limitation of Liability), 13 (Disputes) and 14 (General) of these Terms and Conditions, together with any accrued but unpaid payment obligations of either party, will survive any expiration or termination of this Agreement.

#### Section 6. Facebook Control of Service

**6.1 Service Design.** Client acknowledges and agrees that Facebook is, and will at all times be, the "executive producer" of the Service, and will be responsible for the design, layout, look-and-feel, and maintenance of any and all aspects of the Service, including with respect to the display and performance of any Client Ads. Facebook may, in its sole

discretion, redesign, delete or replace any pages, groups or other areas on which Client Ads will be displayed, even if such redesign, deletion or replacement results in the removal of Client Ads; provided, however, that if Client Ads are removed or not able to be served in connection with such change to the Service, as Client's sole and exclusive remedy, Facebook will provide Client with Client Ads that are comparable in prominence to the affected Client Ads.

**6.2 Rejection/Removal of Client Ads.** Facebook may, in its sole discretion, reject or remove any Client Ad at any time, with or without notice, which (a) violates this Agreement, the content restrictions or any other provision of the Facebook Guidelines or the Facebook Technical Specifications or (b) which Facebook otherwise determines to be inappropriate for any reason in its sole discretion, whether or not such Client Ad was previously accepted. In such event, Facebook will notify Client of the reasons for such removal or rejection, and Client will promptly re-submit a Client Ad that addresses the issues specified by Facebook.

## Section 7. Licenses.

**7.1 License to Client Materials.** Client hereby grants to Facebook (and its affiliates) a worldwide, non-exclusive, royalty-free, fully-paid license to (a) use, reproduce, perform, display, and distribute Client Ads and any related information provided by Client in connection with, on and through the Service ("Client Materials") and (b) alter, modify, repurpose or create derivative works of Client Materials as necessary or desirable in order to serve advertising units and newsfeed content or other content on the Service. Client Ads include any copyrighted materials, and any trademarks, service marks, logos or other source or business identifiers included therein ("Trademarks"). Except as otherwise expressly set forth in this Agreement, the licenses granted under this Section 7.1 shall be for the period of the applicable IO.

**7.2 Publicity.** During and after the term of this Agreement, Facebook may use Client Ads, name and logo, and may reference the type of advertising and flight dates for the advertising campaign delivered on behalf of the Client, in a factual and non-disparaging manner, for promotional or marketing purposes. In addition, Facebook may use performance data to discuss the results related to any Ad Optimization. Facebook may also reference any information publicly available about the Client on or off the Service.

**7.3 Reservation of Rights.** As between Facebook and Client, Client retains all rights in and to any Client Ads (including all Client Trademarks and all other related intellectual property rights embodied therein), and, upon the termination of this Agreement, all rights conveyed to Facebook hereunder with respect to Client Ads will cease and all such rights will revert to Client, except as otherwise provided herein. Client will not use, reproduce or display any Trademarks of Facebook in any manner without Facebook's prior written consent.

**7.4 Persistence.** Notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that Client Ads and other Trademarks that are used or displayed on the Service may continue to be used and displayed on the Service, even after Client has completed the ad campaign or terminated this Agreement or the applicable IO, as such Client Ads or Trademarks may have been incorporated into user profiles, news feeds or other features, and that such usage and display may continue indefinitely.

**Section 8. No iFrames.** Client agrees that it will not use any iframe on any profile page on the Service.

## Section 9. Confidentiality

### 9.1 Confidential Information.

(a) "Confidential Information" means information disclosed by one party ("Discloser") (whether verbally, in writing or otherwise, and whether of a business, technical or other nature) to the other party ("Recipient") that has been designated as confidential or that, given the nature of the information and/or the circumstances surrounding its disclosure, should reasonably be considered confidential. Without limiting the foregoing, Confidential Information of Facebook shall include all Facebook technical specifications, Contact Information, information relating to Deliverables, and any information relating to Facebook products. Recipient shall maintain in confidence Confidential Information and not disclose Confidential Information to any third party (other than its employees, agents or contractors who have a need to know and who have agreed in writing to obligations as protective of Confidential Information as set forth herein), or use or accumulate such Confidential Information for any purpose other than performance of this Agreement, without Discloser's prior written consent. For the avoidance of doubt, the terms of this Agreement will be deemed Confidential Information of both parties. Notwithstanding the foregoing: (i) the foregoing restrictions will not apply as to any information that was in the Recipient's possession prior to disclosure thereof by Discloser, that is or subsequently becomes available to the general public other than through a breach by Recipient, or that is independently developed by Recipient without reference to Confidential Information; and (ii) Recipient will be permitted to disclose Confidential Information to the extent required by applicable law, regulation or legal process, provided that it provides prompt written notice to Discloser of any such disclosure and provides reasonable cooperation to the Discloser in connection with any attempt to contest or limit such disclosure.

(b) Recipient agrees and acknowledges that any breach of this Section 9 will cause irreparable harm to Discloser for which monetary damages will be inadequate. Accordingly, the aggrieved Discloser will be entitled to seek and, if granted, obtain and enforce injunctive or other equitable relief (in addition to any other remedies available to it) to

remedy any threatened or actual breach of Section 9 by Recipient without the necessity of posting any bond or proving any harm or damages. In addition, Recipient agrees promptly to advise Discloser in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information which may come to its attention and to take all steps at its own expense reasonably requested by the Discloser to limit, stop or otherwise remedy such misappropriation, disclosure or use.

(c) Recipient's obligation under this Section 9 as to any Confidential Information will continue for 5 years after its receipt of such information. Upon the Discloser's request, Recipient will return, or, at Discloser's option, destroy and certify destruction of, all Confidential Information (including any summaries or analyses thereof) in the Recipient's possession.

**9.2 Feedback.** Client may from time to time provide ideas, suggestions or other feedback regarding the Service (including as to improvements or modifications thereto). Both parties agree that except as otherwise agreed by Facebook in a signed writing, such ideas, suggestions and other feedback is not Confidential Information of Client and that Facebook will be entitled to use, implement disclose and otherwise exploit such feedback in any manner, without restriction or duty to account.

**9.3 Public Disclosures.** Except as permitted by Section 7.2 and Section 9.1(a)(ii), neither party will issue any press releases, or otherwise make any public statements or communications regarding this Agreement or the relationship of the parties without the other party's prior written consent.

## Section 10. Representations and Indemnification

**10.1 Representations and Warranties.** Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was organized; (b) the execution and delivery of this Agreement, and the performance of the transactions contemplated hereby, are within its corporate powers, and have been duly authorized by all necessary corporate action; and (c) its performance of this Agreement, and the other party's exercise of its rights under this Agreement, will not result in a violation of any agreement or other obligation by which it is bound. Client further represents and warrants to Facebook that: (x) the Client Ads and Products shall not contain any material which violates the Facebook Guidelines or which is otherwise unlawful, defamatory or obscene, or which infringes or violates any third-party rights (including any intellectual property rights or privacy or publicity rights) or which may encourage a criminal offense or otherwise give rise to civil liability and (y) it will comply with all applicable laws and regulations in its performance of this Agreement, including the making of Offers (including all applicable (i) privacy and data protection laws and (ii) regulations and laws and regulations related to Promotions and/or Offers).

**10.2 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. FACEBOOK DOES NOT WARRANT THAT THE SERVICE OR ITS DELIVERY OF ADVERTISEMENTS HEREUNDER WILL BE ERROR-FREE, UNINTERRUPTED OR CONTINUOUS. WITHOUT LIMITING THE FOREGOING, (A) FACEBOOK SHALL HAVE NO LIABILITY FOR CLICK FRAUD OR OTHER IMPROPER ACTIONS, OR FOR INVALID CLICKS OR OTHER TECHNOLOGICAL ISSUES, EACH OF WHICH MAY AFFECT THE COST OF ADVERTISING AND (B) ANY AD OPTIMIZATION WILL BE "AS IS" AND FACEBOOK MAKES NO REPRESENTATION THAT THE AD OPTIMIZATION WILL IMPROVE THE APPLICABLE CAMPAIGN IN ANY WAY. THE FOREGOING DISCLAIMER OF WARRANTY IS A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN HEREUNDER, AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH DISCLAIMER.

**10.3 Indemnification.** Client will indemnify and hold harmless Facebook and its affiliates, and each of their officers, directors and employees (collectively, the "Indemnified Parties"), from and against any and all expenses, damages and losses of any kind (including, without limitation, reasonable legal fees and costs) incurred by any of the Indemnified Parties arising out of or in connection with any claim by a third party (a "Third Party Claim") against any of the Indemnified Parties resulting from: (a) any actual or alleged breach of Client's representations or warranties under Sections 10.1 and 2.2 (as applicable); (b) any Promotion, Offer, or Product including any claims for any delivery of, non-delivery of, defects in, use of or inability to use any Products or Promotion prizes, any violation by the Offer, Product, or Promotion of any applicable law, rule or regulation; (c) any use of Contact Information in violation of Section 3.6; (d) any Client Ad or other materials provided by Client or any material to which users can link, or any products or services made available to users, through the Client Ads. Facebook will notify Client promptly of any Third Party Claim for which it seeks indemnification and will permit Client to control the defense of such Third Party Claim with counsel chosen by Client; provided, that Client will not enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of any Indemnified Party without Facebook's prior written consent.

## Section 11. Limitation of Liability

EXCEPT TO THE EXTENT ARISING OUT OF A BREACH OF CONFIDENTIALITY, FACEBOOK NOT WILL BE LIABLE FOR LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, WARRANTY,

**STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FACEBOOK'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CLIENT TO FACEBOOK DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO CLIENT'S CLAIM.**

**Section 12. Force Majeure**

Excluding payment obligations, neither party will be liable for any delay or default in the performance of its obligations if such delay or default is caused by conditions beyond its reasonable control, including fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures or acts of God (collectively, "Force Majeure"). If performance is delayed by more than 30 days as a result of any Force Majeure, the non-delayed party will be entitled to terminate this Agreement by written notice delivered at any time prior to the other party's resumption of performance of this Agreement.

**Section 13. Disputes.**

The laws of the State of California, without regard to principles of conflict of laws, will govern any dispute related to this Agreement. For all such disputes, Client agrees to submit to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California.

**Section 14. General.** Except as specifically provided herein, if any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect and the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement and the rest of the Agreement shall remain in full force and effect. The failure by either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of such party to enforce such provision thereafter. Client may not assign or otherwise transfer (including by any reorganization, change of control, merger, acquisition or sale or transfer of all or part of its

assets or business) Client's rights or obligations under this Agreement including any IO without the prior written permission of Facebook, and in no event will Facebook be obligated to serve Client Ads for any third party. Facebook may freely assign or otherwise transfer its rights and obligations under this Agreement including any IO, in whole or in part. Any purported assignment or other transfer in violation of this provision shall be null and void. This Agreement will be binding upon, and inure to the benefit of the parties and their permitted respective successors and assigns. Each of Facebook's affiliates are express and intended third party beneficiaries of this Agreement and may enforce any of its terms and exercise any of the rights to the same extent as Facebook. Client and Facebook are independent contractors, and nothing in this Agreement is intended to or does create any type of joint venture, partnership or employer/employee relationship between Client and Facebook or its affiliates. Notices under this Agreement must be in writing and sent via facsimile, registered or certified mail or commercial courier to the parties at their respective addresses set forth herein, and in the case of Facebook, to the attention of its General Counsel. Whenever used in this Agreement, unless otherwise specified, the terms "includes", "including", "e.g.", "for example", "for instance" and other similar terms are deemed to include the term "without limitation" immediately thereafter. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language. This Agreement (including any IOs, agreements, policies and other documents incorporated by reference herein), constitutes the entire agreement between Client and Facebook regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement or communication between Client and Facebook, whether written or oral, including all terms and conditions on Facebook's rate cards or other published materials regarding such subject matter.

# **Exhibit 7**



[Home](#) / [How do we do it](#) / [What we are about](#) / [Clients](#) / [News](#) / [Contact](#)

# Achieve Stellar Facebook Results

- Build Your Fan Base
- Generate More Leads
- Drive More Downloads
- Sell More Products

[Learn more](#)

## The Most Effective Facebook Advertising Platform Available

TBG Digital collaborates with customers to build campaigns on Facebook that exceed expectations. Our customers represent some of the top consumer brands worldwide. They are focused on ROI and count on us to deliver exceptional results.

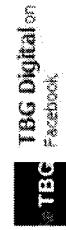
- Improved one major airline's CPA by more than 200%
- Increased the return on ad spend by 60% for leading computer manufacturer
- Lowered fan acquisition costs from \$4.50 to less than .50¢ for global clothing retailer
- Generated 200,000-plus installs a day for leading game developer

What are you waiting for? [Contact us](#) to explore the opportunity before your competitors do.



TBG Technology

Our Clients



Facebook



TBG Digital on  
Facebook



Duke



Coca-Cola



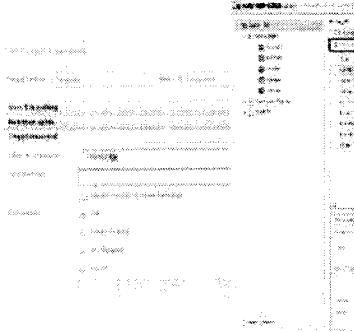
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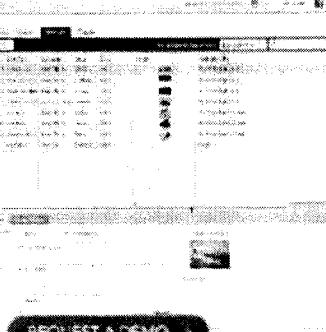
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## ENTERPRISE SOLUTIONS

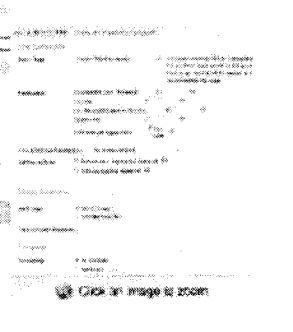
[Kenshoo Enterprise](#) [Kenshoo Social](#)



**Targeted**  
Achieve results by reaching  
Your Most Valuable Audience Segments



**Intuitive**  
Reach Your Audience with Our  
Streamlined Interface



**Optimized**  
Increase Brand Interaction with Our  
Customized Facebook Algorithms

[REQUEST A DEMO](#)

Drive brand engagement through social network advertising!

Kenshoo Social is designed for enterprise advertisers and agencies seeking to manage large and complex social network ad campaigns effectively, efficiently, and profitably.

Built on the [Kenshoo Universal Platform](#), Kenshoo Social enables seamless campaign creation, management, reporting and optimization for Facebook Ads.

By helping you **identify now the most valuable audience segments**, Kenshoo Social eliminates redundant spending and increases advertising return.

Through an intuitive interface and algorithms customized for Facebook, campaign managers can **significantly reduce time spent setting up campaigns and generating return from social media**.

[DOWNLOAD BROCHURE/CASE STUDY](#)



**Kenshoo Social:  
Lots to Like**

**Graphical Ads Manager**  
with Multiple Dimensions  
Build campaigns and display ads targets.

**Auto-Segmentation  
and Campaign Scheduling**  
Get your campaigns up quickly and keep them up-to-date automatically.

**Unique Tracking  
and Attribution Capabilities**  
Measure cross-device campaigns including Facebook, Apps and Premium Ads.

**Powerful Campaign  
and Bid Management**  
Algorithm is designed to coordinate with more control and better results.

**Customizable, Advanced Reporting**  
Flexible templates can track thousands of metrics.

**Request a Demo**  
Contact us today!

**Now Hiring**  
Join our world class team!

**Live Tracking Map**  
See the action in real-time

**Go Deep. Get Local.**  
KenshooLocal.com



"Nanigans' service will not doubt be overshadowed by developments involving its Facebook system and Facebook's."

[www.Bloger.com/News](http://www.Bloger.com/News)

## How Does It Work?

### 1. PLACEMENT

Our Nanigans platform offers constant visibility to your audience. This means no need to constantly refresh your website to see what's new. Instead, Nanigans automatically updates your website with the latest news and information from your social media accounts.

### 2. INTERACTION

Interact with your audience in a natural way. Nanigans allows you to share news, images, and other content from your social media accounts with your website visitors. This means no need to constantly refresh your website to see what's new.

### 3. ANALYSIS

Get real-time performance reports. You can see exactly how your audience is interacting with your website, and what they're saying about it.

### 4. OPTIMIZATION

Use Nanigans' powerful optimization tools to make sure your website is always up-to-date and performing at its best.

## Our Customers Include

## What People Say About Nanigans

**David Shulman, CIO, Ketchum**  
"Nanigans gives us control over our Facebook page that our clients don't have. We can see what's happening on their pages and share it with our audience. It's a great way to keep them active."

[Read More](#) [View Profile](#)

**Howard Tullman, CEO, 3D Systems**  
"Nanigans helps us engage our customers in a meaningful way. We can see what's happening on their pages and share it with our audience. It's a great way to keep them active."

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**Debbie Callahan, CEO, Debra Callahan**  
"Nanigans helps us engage our customers in a meaningful way. We can see what's happening on their pages and share it with our audience. It's a great way to keep them active."

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## About Nanigans

Founded by veteran entrepreneurs, David Shulman and Howard Tullman, Nanigans was created to help businesses maximize the effectiveness of their social media strategy. The company is headquartered in Boston, MA.

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## Our Technology & Solutions

### 1. Social Media Monitoring

Nanigans' platform has powerful monitoring tools that allow you to track the performance of your social media accounts. You can see what's happening on your social media accounts, and what's being said about them. You can also see what's happening on your competitors' social media accounts, and what's being said about them. This allows you to stay ahead of the competition and make sure your social media accounts are performing at their best.



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### 2. Content Curation

Nanigans' platform has powerful content curation tools that allow you to automatically pull in content from your social media accounts. You can see what's happening on your social media accounts, and what's being said about them. You can also see what's happening on your competitors' social media accounts, and what's being said about them. This allows you to stay ahead of the competition and make sure your social media accounts are performing at their best.



#### Curating & Curating Algorithms

Nanigans' platform has powerful content curation tools that allow you to automatically pull in content from your social media accounts. You can see what's happening on your social media accounts, and what's being said about them. You can also see what's happening on your competitors' social media accounts, and what's being said about them. This allows you to stay ahead of the competition and make sure your social media accounts are performing at their best.



#### Automatic Content Curation

Nanigans' platform has powerful content curation tools that allow you to automatically pull in content from your social media accounts. You can see what's happening on your social media accounts, and what's being said about them. You can also see what's happening on your competitors' social media accounts, and what's being said about them. This allows you to stay ahead of the competition and make sure your social media accounts are performing at their best.



Automatic Content Curation  
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At the cutting edge of new media marketing.

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Facebook

Facebook was the new media story of 2010 and it hasn't slowed down in 2011. By mid 2011 Facebook had 750 million active users and, as a result, a strong Facebook presence has become an essential part of any brand marketing strategy.

7Agency started working with Facebook at the start of 2009. We continue to work closely with Facebook to ensure that we are able to implement the latest elements and features available through the network as soon as they become available and maximize the "social" performance of our clients. Key areas for an effective Facebook strategy are: Facebook Pages, Facebook Ads, Apps, Deals, Places and implementation of the Open Graph features on external sites.

7Agency was involved at the alpha stage of the Facebook Ads API development program and is an approved Facebook Ads API Developer for our [Social Ads Tool](#).

We offer both managed and consultancy Facebook services.

TAGS: social media, social networks

Download the presentation:

Facebook News

Are "People Talking About" You ...

Facebook have just announced a new measure that success of a Facebook ...

Read more > [Read more >](#)

Facebook Launch New Social Expandable Ad ...

Facebook have recently announced the launch of a new type of Ad ...

Read more > [Read more >](#)

http://www.7agency.com/services/facebook